

ARTICLE 5

UNION RIGHTS

SECTION 1. BULLETIN BOARDS.

The Employer shall furnish space for Union bulletin boards at locations used to house Bargaining Unit employees as mutually agreed upon, for exclusive use of the Union to enable employees of the Bargaining Unit to read materials posted by the Union. Such mutual agreement, including size, cost, and installation, shall be agreed upon at Labor Management Meetings. The Employer shall continue providing Union bulletin boards provided under prior agreement.

All materials shall be signed, dated, and posted by the designated Union Representative and may not be removed by other than the designated Union Representative unless the material is objectionable. Objectionable materials are defined as follows:

1. Partisan political literature;
2. Materials ridiculing individuals by name or obvious direct reference or;
3. Materials defamatory to the Employer.

SECTION 2. MAIL SERVICE.

The Union shall be permitted to use the Department/Agency mail distribution services, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and prepared by the Union in accordance with mail policies prescribed through secondary negotiations.

Union use of the mail system shall not include any U. S. mails or other commercial or statewide delivery services used by the State as part of or separate from Department/Agency mail systems. The Union's use of the mail service shall be the responsibility of the designated Union Representative.

The Employer shall not be held liable for the delivery and security of any mailings.

SECTION 3. UNION INFORMATION PACKET.

On the first day of employment in the Bargaining Unit, or on the day tax withholding forms are signed, the Employer shall distribute to a new employee a packet of informational materials supplied to the Employer by the Union. The Employer retains the right to review the material supplied.

There shall be a system requiring an employee to sign a receipt for such informational packet. Such receipt shall be provided to the Union. Procedural details of such receipt system shall be determined promptly by mutual agreement of the Union and the Appointing Authority.

SECTION 4. ORIENTATION.

During the orientation of new Bargaining Unit employees, the Union shall be given an opportunity to have a Union Representative speak for not more than fifteen (15) minutes to provide information about the Union. At least one (1) Employer Representative may attend such orientation as an observer, but shall not participate in nor interfere with the Union presentation. The Union shall be given a minimum of five (5) calendar days written notification via either regular or electronic mail prior to the orientation meeting by the Appointing Authority.

SECTION 5. UNION OFFICE SPACE.

All office space currently being used by the Union under this Section may continue to be used; however, the Employer reserves the right to require a lease or other written agreement and the payment of rent by the Union. Such lease or agreement will include a rent amount negotiated by the parties, and is subject to approval by the Department of Technology, Management and Budget. The Union will reimburse the State of Michigan for the Union's telephone bills associated with the Union's office.

Such premises shall be for the sole and exclusive use of the Union. Access and security will be in accordance with agency or departmental rules. The Union will maintain such space in appropriate condition and in accordance with the requirements of the Employer.

The Employer reserves the right to withdraw approval for the Union's use of such premises, upon thirty (30) days written notice to the Union, only due to operational requirements, failure to pay rental charges, or misuse by the Union or its agents. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative office space.

The Union agrees to indemnify and hold harmless the Employer against orders or judgments not resulting from the negligence of the Employer, its employees or agents, issued against the Employer arising out of the Union's occupying office space.

SECTION 6. UNION MEETINGS ON STATE PREMISES.

The Employer shall provide, upon prior Union request, State conference and meeting rooms for Bargaining Unit meetings, subject to approval of the appropriate local Employer Representative. Such facilities shall be furnished without charge to the Union. Bargaining Unit meetings on State premises shall be governed by operational considerations of the local facility.

SECTION 7. TELEPHONE DIRECTORY.

The Employer agrees to publish the telephone number and business address of the Union in the State of Michigan telephone directory.

SECTION 8. ACCESS TO PREMISES.

Representatives of the Union shall be admitted to the premises of the Employer during working hours upon advance notice, if possible, to the appropriate Employer Representative. Such visitation shall be for the purpose of participating in Union-Management meetings, interviewing grievants, attending grievance conferences, and for other reasons related to the administration of this Agreement.

Security needs and reasonable operational requirements shall be observed by Union Representatives during such admissions to Employer premises.

SECTION 9. EXPEDITED RESOLUTION OF DISPUTES.

Where the Employer believes that objectionable materials, as defined in Section 1 of this Article, have been prepared in Union office space, posted on bulletin boards, distributed through the Department/Agency mail service, included in Union Information Packets, or presented at orientation, it shall not interfere with such preparation, posting, inclusion, or presentation. Rather, the involved Employer supervisor shall promptly schedule a conference with the designated Union Steward for the affected work location.

If the dispute is not resolved, the affected Appointing Authority shall promptly schedule a conference with a Union Representative with authority to bind the Union for the purpose of resolving the dispute. The Representative of the Appointing Authority at the conference shall have authority to bind the Appointing Authority.

If the dispute is not resolved and the Appointing Authority still determines the materials objectionable, it may then, as applicable: a) remove the disputed posted material; b) suspend the distribution of the disputed material through the Department/Agency mail service; c) exclude the disputed material from Union information packets; or d) require exclusion of the disputed statements from presentations at orientation. The Union may grieve such action directly to an arbitrator for expedited and final and binding resolution of the dispute. The parties shall endeavor to stipulate to all material facts. Any hearing, if necessary, shall be conducted, arguments submitted, and the Arbitrator's decision rendered within fifteen (15) days.

The American Arbitration Association expedited arbitration procedure shall be used.